

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE

*In re*

STANADYNE LLC, *et al.*,<sup>1</sup>

Debtors.

Chapter 11

Case No. 23-10207 (TMH)

(Jointly Administered)

Cure Obj. Deadline: July 6, 2023 at 5:00 p.m. (ET)

Re: Docket Nos. 245, 276 & 297

**SUPPLEMENTAL NOTICE TO CONTRACT PARTIES TO POTENTIALLY ASSUMED,  
ASSIGNED, AND SOLD EXECUTORY CONTRACTS AND UNEXPIRED LEASES**

**YOU ARE RECEIVING THIS NOTICE BECAUSE YOU  
OR ONE OF YOUR AFFILIATES IS A COUNTERPARTY TO AN  
EXECUTORY CONTRACT OR UNEXPIRED LEASE WITH ONE OR MORE  
OF THE DEBTORS AS SET FORTH ON EXHIBIT A ATTACHED HERETO.**

**PLEASE TAKE NOTICE** that, on April 27, 2023, the above-captioned debtors and debtors in possession (collectively, the “Debtors”) filed the *Debtors’ Motion for Entry of: (A) an Order (I) Scheduling a Hearing on the Approval of the Sale of All or Substantially All of the Debtors’ Assets Free and Clear of All Encumbrances Other Than Assumed Liabilities and Permitted Encumbrances, and the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases, (II) Approving Certain Bidding Procedures and Assumption and Assignment Procedures, and the Form and Manner of Notice Thereof, (III) Authorizing the Debtors to Enter Into the Stalking Horse Purchase Agreement, and (IV) Granting Related Relief; and (B) an Order (I) Approving Asset Purchase Agreement, (II) Authorizing the Sale of All or Substantially All of the Debtors’ Assets Free and Clear of All Encumbrances Other Than Assumed Liabilities and Permitted Encumbrances, (III) Authorizing the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases, and (IV) Granting Related Relief* [Docket No. 245] (the “Sale Motion”).

**PLEASE TAKE FURTHER NOTICE** that, on May 16, 2023, the United States Bankruptcy Court for the District of Delaware (the “Court”) entered the *Order (I) Approving Bidding Procedures, (II) Scheduling an Auction and a Sale Hearing, (III) Approving the Form and Manner of Notice Thereof, (IV) Establishing Notice and Procedures for the Assumption and Assignment and Sale of Contracts and Leases, and (V) Granting Related Relief* [Docket No. 276] (the “Bidding Procedures Order”)<sup>2</sup> authorizing, among other things, the Debtors to solicit bids for the purchase of the Debtors’ Assets.

<sup>1</sup> The Debtors in these Chapter 11 Cases, along with the last four digits of each Debtor’s federal tax identification number are: Stanadyne LLC (0378); Pure Power Technologies, Inc. (5202); Stanadyne PPT Holdings, Inc. (2594); and Stanadyne PPT Group Holdings, Inc. (1734). The Debtors’ headquarters are located at 405 White Street, Jacksonville, North Carolina 28546.

<sup>2</sup> Capitalized terms used in this notice but not otherwise herein defined have the meanings given to such terms in the Bidding Procedures Order or Bidding Procedures, as applicable. To the extent of any inconsistencies between this notice and the Bidding Procedures Order, the Bidding Procedures Order shall govern in all respects.

**PLEASE TAKE FURTHER NOTICE** that the Debtors did not receive any Qualified Bids other than the bid from the Stalking Horse Bidder prior to the Bid Deadline and, as a result, the sole Successful Bidder is the Stalking Horse Bidder, Stanadyne Operating Company LLC (formerly known as S-PPT Acquisition Company LLC) [Docket No. 394].

**PLEASE TAKE FURTHER NOTICE** that on May 23, 2023, the Debtors filed the *Notice to Contract Parties to Potentially Assumed, Assigned, and Sold Executory Contracts and Unexpired Leases* [Docket No. 297] (the “Initial Cure Notice”). Exhibit A to the Initial Cure Notice was amended on May 24, 2023 to reflect revised Cure Costs for the Potential Assigned Contract identified therein [Docket No. 306]. The Debtors hereby supplement the Initial Cure Notice to include the Potential Assigned Contracts identified on **Exhibit A** attached hereto.

**PLEASE TAKE FURTHER NOTICE** that, pursuant to the Bidding Procedures and the terms of the Stalking Horse Purchase Agreement with the Stalking Horse Bidder, upon approval of the Sale, the Debtors may assume, assign, and sell to the Stalking Horse Bidder the contract, lease or agreement listed on **Exhibit A** to which you are a counterparty. The Debtors have conducted a review of their books and records and have determined that the cure amount for unpaid monetary obligations under the Potential Assigned Contracts is as set forth on **Exhibit A** attached hereto (the “Cure Costs”).

**PLEASE TAKE FURTHER NOTICE** that if you disagree with the proposed Cure Cost identified with respect to a Potential Assigned Contract listed on **Exhibit A**, object to a proposed assignment of any Potential Assigned Contract to the Successful Bidder, or object to the ability of the Stalking Horse Bidder to provide adequate assurance of future performance with respect to any Potential Assigned Contract, your objection must be: (a) be in writing; (b) conform to the applicable provisions of the Bankruptcy Rules and the Local Rules; (c) state with particularity the nature of the objection and the legal and factual bases therefore and, if the objection pertains to the proposed Cure Cost(s), state the correct cure cost(s) alleged to be owed to the objecting contract counterparty, together with any applicable and appropriate documentation in support thereof; and (d) be filed with the Court and served so as to be **actually received on or before July 6, 2023 at 5:00 p.m. (prevailing Eastern Time)** by the following parties:

<b>Counsel to the Debtors</b>	<b>The United States Trustee</b>
Hughes Hubbard & Reed LLP One Battery Park Plaza, 16 <sup>th</sup> Floor New York, NY 10004 Attn: Kathryn A. Coleman and Christopher Gartman, katie.coleman@hugheshubbard.com, chris.gartman@hugheshubbard.com  Young Conaway Stargatt & Taylor, LLP 1000 North King Street Rodney Square Wilmington, DE 19801-6108 Attn: Michael R. Nestor and Andrew L. Magaziner mnestor@ycst.com, amagaziner@ycst.com	Office of the United States Trustee for the District of Delaware 844 King Street, Suite 2207, Lockbox 35 Wilmington, DE 19801 Attn: Jane M. Leamy jane.m.leafy@usdoj.gov
<b>Counsel to the Committee</b>	<b>Counsel to the Prepetition Agent and Stalking Horse Bidder</b>
Kramer Levin Naftalis & Frankel LLP 1177 Avenue of the Americas New York, NY 10036	KTBS Law LLP 1801 Century Park East, 26 <sup>th</sup> Floor Los Angeles, CA 90067

<p>Attn: Adam C. Rogoff and Rose Hill Bagley arogoff@kramerlevin.com, rbagley@kramerlevin.com</p> <p>Morris James LLP 500 Delaware Avenue, Suite 1500 Wilmington, DE 19801 Attn: Jeffrey R. Waxman and Eric J. Monzo jwaxman@morrisjames.com, emonzo@morrisjames.com</p>	<p>Attn: Michael L. Tuchin and David A. Fidler mtuchin@ktbslaw.com, dfidler@ktbslaw.com</p> <p>Pachulski Stang Ziehl &amp; Jones LLP 919 Market St., 17<sup>th</sup> Floor P.O. Box 8705 Wilmington, DE 19801-8705 (Courier 19801) Attn: Laura Davis Jones and Timothy Cairns ljones@pszjlaw.com, tcairns@pszjlaw.com</p>
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**PLEASE TAKE FURTHER NOTICE** that the Debtors will seek approval of the Sale at a hearing scheduled to commence on or before **July 10, 2023 at 10:00 a.m. (prevailing Eastern Time)** (the “Sale Hearing”) before the Honorable Thomas M. Horan, United States Bankruptcy Judge for the Bankruptcy Court for the District of Delaware, at 824 North Market Street, Wilmington, Delaware 19801.

**PLEASE TAKE FURTHER NOTICE** that if no objection to (a) the Cure Cost(s), (b) the proposed assignment, assumption, and sale of any Potential Assigned Contract, or (c) adequate assurance of the Successful Bidder’s ability to perform is filed by the applicable deadline, then (i) you will be deemed to have stipulated that the Cure Cost(s) listed on **Exhibit A** hereto is/are correct, (ii) you will be forever barred, estopped, and enjoined from asserting any additional cure amount under the Potential Assigned Contract, and (iii) you will be forever barred, estopped, and enjoined from objecting to such proposed assignment to the Successful Bidder on the grounds that the Successful Bidder has not provided adequate assurance of future performance as of the closing date of the Sale.

**PLEASE TAKE FURTHER NOTICE** that any objection to the proposed assumption, assignment and sale of a Potential Assigned Contract or related Cure Cost that otherwise complies with these procedures yet remains unresolved as of the commencement of the Sale Hearing shall, in the Debtors’ discretion (subject to the consent of the Successful Bidder), be heard at the Sale Hearing or at a later date as may be fixed by the Court.

**PLEASE TAKE FURTHER NOTICE** that, notwithstanding anything herein, the mere listing of any Potential Assigned Contract on **Exhibit A** shall not (i) require or guarantee that such Potential Assigned Contract will be assumed, assigned, and sold; and (ii) constitute or be deemed a determination or admission by the Debtors that such Potential Assigned Contract is an executory contract or unexpired lease within the meaning of the Bankruptcy Code.

**PLEASE TAKE FURTHER NOTICE** that, notwithstanding the Cure Cost(s) listed on **Exhibit A** hereto, the Debtors are continuing to reconcile their books and records as to the Potential Assigned Contracts and all rights of the Debtors and the Successful Bidder with respect to the Potential Assigned Contracts are reserved.

**PLEASE TAKE FURTHER NOTICE** that, the Cure Costs listed on **Exhibit A** hereto do not include any obligations under any customer “core” refund program as such obligations do not constitute Cure Costs and will be addressed separately in connection with the Sale and Stalking Horse Purchase Agreement.

**PLEASE TAKE FURTHER NOTICE** that nothing herein (i) alters in any way the prepetition nature of any Potential Assigned Contract or the validity, priority, or amount of any claims

of a counterparty to any Potential Assigned Contract against the Debtors or the Successful Bidder that may arise under such Potential Assigned Contract, (ii) creates a postpetition contract or agreement, or (iii) elevates to administrative expense priority any claims of any counterparty to any Potential Assigned Contract against the Debtors that may arise under such Potential Assigned Contract.

Dated: June 26, 2023  
Wilmington, Delaware

YOUNG CONAWAY STARGATT &  
TAYLOR, LLP

/s/ Ashley E. Jacobs

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*Counsel for the Debtors*

**Exhibit A**

**Debtor Entities****Supplemental Cure List**

(\$USD)

Counterparty	Cure Amount	Debtor Entity	Description	Execution Date
1. Autocam Precision Components Group of NN, Inc.	\$ -	Pure Power Technologies, Inc.	Memorandum of Understanding dated June 25, 2021 between Pure Power Technologies and Autocam Precision Components Group of NN, Inc	June 25, 2021
2. Diesel Forward	\$ -	Pure Power Technologies, Inc.	Supply Agreement dated May 15, 2017 between Diesel Forward, Inc. and Pure Power Technologies, Inc., as amended by that certain Amended and Restated Supply Agreement dated November 31, 2018 between Diesel Forward, Inc. and Pure Power Technologies, Inc., and by that certain Amendment no. 1 to Amended and Restated Supply Agreement dated March 15, 2020 between Diesel Forward, Inc. and Pure Power Technologies, Inc.  Distributor Agreement dated June 1, 2022 between Diesel Forward, Inc. and Pure Power Technologies, Inc.	May 15, 2017
3. DIESEL FORWARD, INC.	\$ -	Stanadyne LLC	Memorandum of Understanding dated December 22, 2021 between Stanadyne LLC and Diesel Forward, Inc.  Stanadyne Central Distributor Agreement dated April 1, 2022 between Diesel Forward Inc. and Stanadyne LLC	December 22, 2021
4. International Engine Intellectual Property Company, LLC	\$ 88,172.89	Pure Power Technologies, Inc.	Limited Patent License Agreement dated January 29, 2016 between International Engine Intellectual Property Company, LLC and Pure Power Technologies, Inc.	January 29, 2016
5. NAVISTAR, INC	\$ -	Pure Power Technologies, Inc.	Amended and Restated Supply Agreement dated January 1, 2017 between Navistar Inc. and Pure Power Technologies, Inc., as amended by that certain First Amendment to Amended and Restated Supply Agreement dated October 9, 2018 between Navistar Inc. and Pure Power Technologies, Inc., as amended by that certain Second Amendment to Amended and Restated Supply Agreement dated January 1, 2020 between Navistar Inc. and Pure Power Technologies, Inc., as amended by that certain Third Amendment to Amended and Restated Supply Agreement dated January 1, 2021 between Navistar Inc. and Pure Power Technologies, Inc.	January 1, 2017